

09-17-2002



102224047

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

RECORDED
SEP 18 2002 PM 2:52
FINANCE SECTION

9-12-02

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other _____
- License
- Nunc Pro Tunc Assignment
- Effective Date
Month Day Year
08 / 28 / 2002

Conveying Party

Mark if additional names of conveying parties attached

Name Crescent Jewelers

Effective Date
Month Day Year
08 / 28 / 2002

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____

Citizenship/State of Incorporation/Organization California

Receiving Party

Mark if additional names of receiving parties attached

Name Bank of America, National Association

DBA/AKA/TA _____

Composed of _____

Address (line 1) 901 Main Street, 6th Floor

Address (line 2) _____

Address (line 3) Dallas Texas 75202

City

State/Country

Zip Code

09/16/2002 LIRELLER 00000157 74681318

01 FC+481
02 FC+482

40.00 BP
25.00 BP

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization national banking association

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic Representative should be attached.
(Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name _____
Address (line 1) _____
Address (line 2) _____
Address (line 3) _____
Address (line 4) _____

Correspondent Name and Address

Area Code and Telephone Number 214/855-4775

Name Andrea Walker
Address (line 1) Jenkins & Gilchrist, A Professional Corporation
Address (line 2) 1445 Ross Avenue, Suite 3200
Address (line 3) Dallas, Texas 75202-2799
Address (line 4) _____

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

6

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

74/681,318
74/681,283

Number of Properties

Enter the total number of properties involved.

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$65.00

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

10-0447

Authorization to charge additional fees:

Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Andrea Walker
Name of Person Signing

Andrea Walker
Signature

Sept. 12, 2002
Date Signed

TRADEMARK SECURITY AGREEMENT

(Crescent Jewelers)

This Trademark Security Agreement ("Agreement") is between Crescent Jewelers, a California corporation (the "Debtor") and Bank of America, N.A., a national banking association (the "Secured Party"), acting in its capacity as administrative agent under the Credit Agreement described hereinbelow, and is executed pursuant to that certain Amended and Restated Credit Agreement dated as of August 28, 2002 among the Debtor, certain of its Subsidiaries party thereto, Crescent Jewelers Inc., a Delaware corporation, the Lenders party thereto, The CIT Group/Business Credit, Inc., as documentation agent, and the Secured Party (as such agreement may be amended, restated, or otherwise modified from time to time, the "Credit Agreement"; all terms defined in the Credit Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Credit Agreement).

Recitals:

A. The Debtor and the Secured Party are parties to that certain Amended and Restated Security Agreement dated as of August 28, 2002 (as amended, restated, or otherwise modified, the "Security Agreement").

B. Pursuant to the terms of the Security Agreement, the Debtor has granted to the Secured Party a lien and security interest in all General Intangibles of the Debtor, including, without limitation, all of the Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by the Debtor's Trademarks, and Trademark Licenses (as defined below), and all products and proceeds thereof, to secure the payment of the Obligations.

Agreement:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants and assigns to the Secured Party a continuing security interest, lien, and collateral assignment in all of the Debtor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) (a) (i) all trademarks, with the sole exception of any pending trademark applications which have been filed with the United States Patent and Trademark Office on an "Intent to Use" basis, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions, and renewals thereof, (iii) all income, royalties, damages, and

payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right to sue for past, present, and future infringements of any of the foregoing; (v) all rights corresponding to any of the foregoing throughout the world, and (vi) all goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by the Debtor (all of such items in this clause (a) being referred to herein collectively as the “Trademarks”); (b) any written agreement now or hereafter in existence granting to the Debtor any right to use any Trademark (“Trademark License”); (c) each trademark registration (“Trademark Registration”); and (d) each trademark application (“Trademark Application”) (including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby);

(2) each Trademark License, to the extent allowable under the applicable license agreement; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License (including, without limitation, any Trademark, Trademark Registration, Trademark Application, or Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto), or (b) injury to the goodwill associated with any Trademark, Trademark Registration, or Trademark Application.

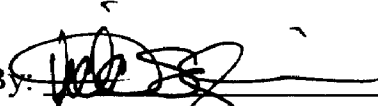
The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Security Agreement.

The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer effective as of the 28th day of August, 2002.

DEBTOR:


CRESCENT JEWELERS

By: 

Victor M. Suglia
Senior Vice President, Chief Financial
Officer

SECURED PARTY:

BANK OF AMERICA, N.A.,
as administrative agent

By: 

David T. Knoblauch
Senior Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles } ss.

On August 28, 2002 before me, Sandra L. Holstein, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Victor M. Suglia

Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal

Sandra L. Holstein
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

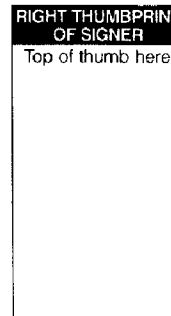
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles } ss.

On August 28, 2002 before me, Sandra L. Holstein, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared David T. Knoblauch
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Sandra L. Holstein
Signature of Notary Public

OPTIONAL

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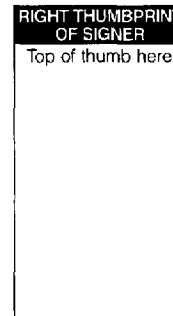
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



Schedule 1
to
Trademark Security Agreement

Trademarks

TRADEMARKS							
Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing or Registration Date	Expiration Date	Goods	
Crescent Jewelers, California corporation a	US	CRESCENT CASH & DESIGN	74/681,318	05/22/1995	Abandoned 11/08/1998	Coupons	
Crescent Jewelers, California corporation a	US	CRESCENT EXTRAS & DESIGN	74/681,283	05/22/1995	Abandoned 05/22/1998	Retail services in the filed of jewelry, namely incentive sales program based on total amounts of previous purchases	